



GENERAL TERMS AND CONDITIONS

Definitions

K.I.T. Group is the official housing agency of the ESMO Gastrointestinal Cancers Congress 2026 (ESMO GI 2026), to be held in Munich/ Germany, from 1 - 4 July 2026 at Messe Munich / ICM. The PCO leads the hotel accommodation and is hereinafter referred to as K.I.T. Group. ESMO is a Swiss-registered not-for-profit organisation (www.esmo.org).

General Terms and Conditions for Hotel Bookings Reservation (hereinafter "GTC")

These GTC regulate the conditions of the accommodation contract when a hotel room is booked through K.I.T. Group. In this respect, they become a binding contractual component of every room booking.

Hotel accommodation is subject to availability and will be allocated on a first come, first served basis.

All rates listed are per room and night in Euro (EUR) and breakfast. The room rates are subject to special VAT rules for travel services, Art. 306 EC VAT Directive

Telephone reservations will not be accepted. All reservations must be made by using the official booking form and submitted with full credit card details, without which the booking cannot be processed.

Should the selected hotels be sold out, K.I.T. Group reserves the right to book another hotel of a similar category and price range. The check-in and check-out times of the respective booked hotel partner apply. If the estimated time of arrival at the hotel is after 18:00, it is mandatory to inform K.I.T. Group.

Please contact K.I.T. Group at esmogicongress@kit-group.org for bookings of 10 rooms or more, as they will be handled separately.

Payment

Delegates have the possibility to decide on the type of payment (bank transfer or credit card payment) until **15 January 2026**.

If **payment by bank transfer** is chosen, a payment order will be sent out by e-mail to the requesting delegate. A bank transfer for the entire due accommodation amount (free of any bank fees) can be made by this date.

When using a **credit card**, K.I.T. Group will charge the full balance due for the entire stay at the time of room reservation.

For credit card payments, a 3.5% handling fee will be automatically added to the accommodation amount due. This handling fee will not show on your accommodation invoice. A payment receipt will be sent to you upon request.

Confirmation and Invoice

Confirmation of the hotel booking and an accommodation invoice will be sent out upon receipt of the housing request full payment.

Changes and Cancellations

All changes and cancellations must be sent in writing (fax, letter or email) to K.I.T. Group. Please note that hotels will not accept any changes or cancellations directly.

Sofitel Munich, Holiday Inn Express Munich City East

- For cancellations received before **20 December 2025**, the non-refundable deposit of 35,00 EUR will be retained by K.I.T. Group).

- For cancellations received between **20 December 2025** and **30 January 2026**, an amount corresponding to one night of the accommodation cost will be retained by K.I.T. Group.
- For cancellations received **after 30 January 2026, no refunds will be possible.** After this date, the full value of the reservation indicated on the hotel reservation form will be charged.

For all other hotels

- For cancellations received **before 15 January 2026**, the non-refundable deposit of **35,00 EUR** will be retained by K.I.T. Group
- For cancellations received **between 15 January 2024 and 9 April 2026, an amount corresponding to one night of the accommodation cost** will be retained by K.I.T. Group
- For cancellations received **after 9 April 2026, no refunds will be possible.** After this date, the full value of the reservation indicated on the hotel reservation form will be charged.

For a reduction in the length of stay or in case of a no-show, no refunds will be made. The entire number of nights booked on the hotel booking form and confirmed by K.I.T. Group will be charged.

No-shows will be released at 09.00 the following day, and the accommodation will not be refunded.

Cancellation of the Congress due to Force Majeure

In the event that the congress cannot be held or is postponed due to events beyond the control of the Organiser and K.I.T. Group (force majeure) or due to events which are not attributable to wrongful intent or gross negligence of the Organiser and/or K.I.T. Group, neither the Organiser nor K.I.T. Group can be held liable by delegates for any damages, costs, or losses incurred, such as transportation costs, accommodation costs, financial losses, etc.

Refund Policy

Payments already made to K.I.T. Group for can only be refunded under the mandatory condition that K.I.T. Group has received the full refund of all advance payments, deposits and/or other payments previously made in execution of this contract back from the hotel. Refunds will only be made after the final invoice has been issued.

Regulations of Hotel Partners

Delegates (Guests) are obliged to follow the applicable house rules and hygiene regulations from the hotel partner. In compliance with the applicable house rules and hygiene regulations, K.I.T. Group reserves the right to pass on the delegate's contact details to the booked hotel.

Data Protection

During the booking process and the execution of the stay at the chosen hotel accommodation the personal data of each attendee is processed. All personal data will be processed in accordance with the applicable national data protection regulations and in particular the General Data Protection Regulation GDPR (Regulation (EU) 2016/679) and the German Federal Data Protection Act (BDSG).

Personal data will not be forwarded to a third party unless in accordance with Art. 6 Sec. 1 lit a-f GDPR: (a) express consent, (b) performance or conclusion of a contract, (c) fulfilment of a legal obligation, (d) protection of vital interests of the data subject or another natural person, (e) public interest or exercise of official authority, (f) legitimate interest of the data controller and balancing of interests.

Within the scope of service provision, personal data may be processed by companies/hotel partners based in third countries outside the European Union (EU)/European Economic Area (EEA). This can lead to disadvantages in the enforcement of data subjects' rights, a lack of control over the further processing and transfer of data or access by state agencies for control and monitoring purposes without sufficient legal protection. By registering for the Congress the attendee consents to such data processing insofar as it is necessary for his/her participation and the full use of the Congress services.



For further details on data processing, your rights about information and access to personal data and how to contact the Data protection officer, please refer to the privacy policy at CONGRESS WEBSITE

In case of data protection inquiries please contact the data protection official of K.I.T. Group and its subsidiaries by email security@kit-group.org.

Hotel bonus programs

The crediting of bonus points or other benefits from hotel loyalty or bonus programs is not part of the contract concluded between the attendee and us. Any claims in this regard must be asserted directly against the hotel in accordance with the terms and conditions of the respective hotel or hotel program. In this respect, we assume no guarantee or liability that bonus points or other program benefits will actually be credited to the attendee.

Liability

K.I.T. Group shall be held liable in the framework of a duty of care as a respectable businessman according to statutory provisions. The liability of K.I.T. Group - for whatever legal reason apart the liability for damages resulting from injury to life, body or health - shall be limited to intent and gross negligence. The liability of commissioned service providers shall remain unaffected by this.

Fulfilment and Jurisdiction

These GTC shall be governed by Swiss law and shall be deemed to be an agreed part of the accommodation contract. The place of performance is Munich, Germany. The place of jurisdiction - insofar as permissibly agreed - is Munich, Germany.

Requirement of written form, severability clause and reservation of right of amendment

No oral agreements have been made. Amendments and/or additions to these GTC's must be made in writing in order to be effective. This also applies to the waiver of the written form requirement.

Should individual provisions of these GTC be and/or become invalid and/or unenforceable, the remaining provisions shall not be affected thereby. Instead, the parties undertake to replace the invalid and/or unenforceable provisions by legally valid and/or enforceable provisions which correspond economically to the invalid and/or unenforceable provisions. This also applies to any loopholes.

K.I.T. Group may make amendments and/or additions to these GTC at any time, subject to the written form requirement and inform the delegates of any such revisions from time to time. If the changes and/or amendments affect essential parts of the accommodation contract and if the rights of the delegates are significantly changed as a result, each delegate with an existing and paid hotel booking will be informed separately with the possibility of consent.

As of 27.9.2025

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